

ACCESS SERVICE

18. Virtual Expanded Interconnection Service

18.1 General

Virtual Expanded Interconnection (VEIS) Service is an interstate offering which allows customers to interconnect with the Telephone Company Special Access Services and/or Switched Transport services. This service is provided only under virtual collocation arrangements, subject to availability of space and necessary facilities in each central office where a bona fide request for expanded interconnection is received.

VEIS is subject to applicable General Regulations as set forth in Section 2 of this tariff, unless otherwise stated herein. All terms, conditions and rates contained in this section do not apply to any other services offered by the Telephone Company.

The provision of VEIS by the Telephone Company as set forth in this Section does not constitute a joint undertaking with the customer for the furnishing of the Customer's services.

Collocated facilities will be used solely for the carriage of interstate Special or Switched Transport services.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.2 Service Description

- (A) VEIS provides for central office interconnection of the Telephone Company-provided interstate Switched Transport and Special Access services.

The Telephone Company will provide interconnection to the following interstate services:

- Special Access

1.544 Mbps High Capacity Service (DS1)

44.736 Mbps High Capacity Service (DS3)

- Switched Access Feature Groups A, B and D,
Switched Transport:

Tandem-Switched Transport

1.5 (DS1) Direct-Trunked Transport

45 (DS3) Direct-Trunked Transport

- (B) Serving Wire Centers where VEIS is available

Baldorioty
Bayamon - Norte
Bayamon - Sur
Levittown
Arecibo
Vega Alta
Humacao

PRTC will offer VEIS in its other offices in response to a bona fide request.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.2 Service Description (Cont'd)

18.2.1 Minimum Periods

The minimum service periods for Switched and Special Access Collocated Interconnection facilities are as follows:

- DS3: 12 months

All other Switched Transport and Special Collocated Interconnection Access Services are provided for a minimum period of one month.

When service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period.

The Minimum Period Charge for monthly billed services will be determined as follows:

- For Switched Transport and Special Access facilities, the charge for a month or fraction thereof is 100% of the applicable monthly rates for the service. .

The Minimum Period Charge is in addition to all applicable nonrecurring charges for the service.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations

Regulations described herein are in addition to the general regulations specified in Section 2, preceding.

VEIS arrangements are available on first-come, first-served basis subject to the availability of space in the requested central office. In determining the availability of space in the conduit system and central office, the Telephone Company will reserve for itself the space it requires to meet its obligations to provide communications services.

The Telephone Company's obligation to provide VEIS is contingent upon agreement by the Customer to the following provisions and processes:

- The Customer will supply the equipment and cable necessary for the provision of VEIS.
- The Customer will provide a description of the proposed equipment frame layout to the Telephone Company for acceptance. Should the Customer fail to provide a description of the proposed equipment frame layout, the Telephone Company will specify the equipment frame layout. Equipment which is not transmission equipment will not be accepted by the Telephone Company for placement in the central office under VEIS.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

- Upon receipt of the equipment frame layout description, the Telephone Company will within 30 days notify the Customer as to whether the proposed equipment frame layout is accepted. If the layout is not accepted, an explanation will be provided as to what led to the rejection. If the Telephone Company rejects the layout, no cancellation charges will apply if the customer cancels the order.
- If the Customer's proposed equipment frame layout is accepted, the Telephone Company will provide with its notice of acceptance a list of vendors certified to perform equipment installation in the Telephone Company central offices. The customer will notify the Telephone Company which certified vendor it chooses from this list to perform the installation work. The customer may cancel a VEIS order, subject to cancellation charges as described in Section 2.4.3 preceding, after receiving the Telephone Company's acceptance of the layout.
- The Customer will contract directly with its chosen certified vendor for installation. If the vendor chosen by the Customer is not certified, PRTC will provide certification training to such vendor at Customer's expense. However, the Telephone Company will retain project management responsibility and authority related to the actual installation work done in the central office (i.e. decisions as to specific location of the equipment bay, termination panel appearance assignments, etc). The customer and its chosen vendor are required to work in close cooperation with the Telephone Company representatives with project management responsibility.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

- The equipment installation must be made in accordance with the provisions specified by the Telephone Company. Prior to placing the equipment in service, the Telephone Company will audit the installation for compliance with those provisions. Any installation found not in compliance will not be placed in service.
- Upon satisfactory completion of the installation, the Customer will lease the equipment to the Telephone Company for the sum of one dollar (\$1.00) per year. If the Customer chooses to provide maintenance spare equipment and/or testing equipment at the central office, the lease will include such equipment. Otherwise, the Customer will be required to provide such equipment on an as needed basis.
- The Customer will provide for training of a mutually acceptable number of Telephone Company employees to provide requested maintenance and repair of any equipment used to provide VEIS which is otherwise not used by the Telephone Company at the specific office. Under the Telephone Company training provisions, the Customer either provides its own trainer or contracts directly with a training vendor to train Telephone Company personnel, therefore, no Telephone Company training charges apply.

The Telephone Company will pay the wages of Telephone Company personnel during training. The Customer may be responsible for other Telephone Company personnel training related expenses such as transportation reimbursement, room, board and any fees assessed by the Customer selected training vendor.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

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The Customer may choose not to provide training to the Telephone Company employees in advance. In that event, the customer will provide real-time training in the event of a case of trouble and hourly maintenance charges would then apply, pursuant to Section 17.4 preceding. .

- The Telephone Company is responsible for requested maintenance of fiber optic transport facilities between the meetpoint and the central office and all equipment within the central office used to provide VEIS to the customer. The customer is responsible for monitoring the performance of all facilities and equipment used in the provision of VEIS, and for initiating requests for maintenance of said facilities and equipment by the Telephone Company. The Telephone Company does not assume responsibility for the design, engineering, testing, or performance of the end-to-end transport interconnection of VEIS with interstate Switched Transport and/or Special Access services and customer provided fiber optic transport facilities.
- The Telephone Company will provide two separate entry points to each Central Office whenever there are at least two entry points for the Telephone Company's cable to the Central Office.
- An interconnecting customer who fails to pay any of the charges associated with VEIS is subject to the tariff provisions set forth in Section 2, preceding.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

18.3.1 Rules of Conduct

Collocator agrees that its employees/vendors with access to the Telephone Company central office(s) shall at all times adhere to the rules of conduct established by the Telephone Company for the central office, Telephone Company's personnel and vendors and provided to Collocator. The Telephone Company reserves the right to make changes to such procedures and rules to preserve the integrity and operation of the Telephone Company network or facilities or to comply with applicable laws and regulations. The Telephone Company will provide collocator with written notice of such changes.

18.3.2 Liability and Damages

- (A) The Telephone Company shall be liable to Collocator only for and to the extent of any physical damage directly and primarily caused by the negligence of the Telephone Company's agents or employees to Collocator's designated facilities or equipment occupying Telephone Company's central office. Telephone Company shall not be liable to Collocator or customers of Collocator for any interruption of Collocator's service or for interference with the operation of Collocator's designated facilities arising in any manner out of Collocator's presence in Telephone Company's central office(s), unless caused by Telephone Company's willful misconduct.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

18.3.2 Liability and Damages (Cont'd)

- (B) Collocator shall indemnify, defend and hold harmless Telephone Company from and against any and all losses, claims, demands, causes of action and costs, including attorney's fees, whether suffered, made, instituted or asserted by Collocator or by any other party of person for damages to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused by the installation, maintenance, repair replacement, presence, use or removal of Collocator's designated equipment or facilities or by their proximity to the equipment or facilities of all parties occupying space in Telephone Company's central office(s), or by any act or omission of the Telephone Company, its employees, agents, former or striking employees, or contractors in connection therewith. The provisions of this Section 18.3.2 shall survive the termination, cancellation, modification or recession of this tariff arrangement for at least 3 years from the date of termination.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

18.3.2 Liability and Damages (Cont'd)

- (C) Collocator shall indemnify, defend and hold harmless Telephone Company from any and all damages, cost and expenses imposed on Telephone Company as a result of the Collocator's presence in the central office and/or acts by Collocator, its employees, or its agents or contractors, including but not limited to damages, costs and expenses of relocating Cable Support Structure arrangement resulting from loss of right-of-way or property owner consents and/or the costs and expenses of defending these rights.
- (D) In no event shall Telephone Company or any of its directors, officers or employees or agents be liable for any loss of profit or revenue by Collocator or for any loss of AC or DC power, HVAC interruptions, consequential, incidental, special, punitive or exemplary damages incurred or suffered by Collocator, even if Telephone Company has been advised of the possibility of such loss or damage. Collocator shall indemnify, defend and hold harmless Telephone Company, its directors, officers and employees, servants, agents, affiliates and parent company, from and against any and all claims, cost, expenses or liability arising out of installation and engineering of Collocation equipment.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

18.3.2 Liability and Damages (Cont'd)

- (E) Collocator represents, warrants and covenants that it shall not cause or permit any other party to cause any environment conditions in, at or affecting the central office which violate any Federal, State or Local law, ordinance, rule or regulation. Collocator shall indemnify, defend and hold harmless Telephone Company from any and all liability, damage, claim or cost of any kind, including reasonable attorneys' fees, resulting from or arising out of any breach of the foregoing sentence. The provisions of this paragraph shall survive the termination, cancellation, modification, or rescission and the termination of any collocation arrangement with Collocator for at least 3 years from the date of termination.
- (F) If the Collocated equipment location as designated by the Telephone Company is partially damaged or rendered partially unusable by fire or other casualty not caused by Collocator, the damaged thereto shall be repaired by and at the expense of Telephone Company.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

18.3.2 Liability and Damages (Cont'd)

(G) If the Collocated equipment location or Cable Support Structure is rendered wholly unusable through no fault of Collocator, or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Telephone Company shall decide to demolish it, rebuild it, or abandon it for central office purposes, then, in any of such events, Telephone Company may elect to terminate Collocated Interconnected arrangements in the damaged building by providing written notification to Collocator as soon as practicable and in any event within ninety (90) days after such fire or casualty specifying a date for the termination of the Collocated Interconnected arrangements, which shall not be more than sixty (60) days after the giving of such notice and upon the date specified in such notice the term of this agreement shall expire as fully and completely as if such date were the date set forth above for the termination of this agreement. Collocator shall forthwith quit, surrender and vacate the premises without prejudice however to Telephone Company's rights and remedies against Collocator in effect prior to such termination. Unless Telephone Company shall serve a termination notice as provided for herein, Telephone Company shall make the repairs and restorations under the condition of (F) preceding, with all reasonable expedition subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Telephone Company's reasonable control. After any such casualty, Collocator shall cooperate fully with Telephone Company's restoration of the space.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

18.3.3 Confidential Information

Telephone Company will hold in confidence information provided to it by Collocator, and information known to Telephone Company as a result of the interconnection of equipment contained in the Central Office to Telephone Company facilities and services, if such information is of a competitive nature. Similarly, Collocator is to hold in confidence information provided to it by Telephone Company and information known to Collocator as a result of its presence in Telephone Company locations, if such information is of a competitive nature. Neither party is obligated to hold in confidence information that:

- (A) was already known to the Party free of any obligations to keep confidential;
- (B) was or becomes publicly available by other than unauthorized disclosure; or
- (C) was rightfully obtained from a third party not obligated to hold such information in confidence.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

18.3.4 Allowance for Interruptions

Upon receipt of proper notification at the Telephone Company designated contact point, allowance for the period of interruption shall be as follows:

- (A) No allowance will be provided for VEIS except where the service interruption is due to the Puerto Rico Telephone Company's failure to maintain equipment and/or facilities of VEIS and is not due to actions or negligence of the customer. Credit allowances for such cases will be determined based on rates applicable to the specific item(s) causing the service interruption.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.3 Regulations (Cont'd)

18.3.5 Operation and Maintenance

Equipment and facilities used in provisioning VEIS shall be maintained only upon request of the customer and shall be on time-sensitive or time and material basis. If the customer does not provide maintenance spares at a VEIS location, and the Telephone Company provides as spare from its available stock at the Customer's request, the Customer will be charged for the material provided. For maintenance or repair requested occurring outside of normal business hours, the customer will be required to pay for time spent by Telephone Company personnel for delivery if:

- required spares are not available at the central office; or
- required test equipment is not available at the central office.

Additionally, the Telephone Company will charge on a time-sensitive or time and materials basis for acceptance, cooperative and end-to-end testing, as well as oversight of customer activities within Telephone Company locations (supervision). Hourly rates for such labor are described in Section 18.5. following. Any maintenance or testing assistance requiring as call-out of a Telephone Company technician will be charged a minimum of two hours starting from the time of notification.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.4 Rate Regulations

- (A) Monthly Rates for Connection charges (i.e., Cross-Connect and cable Support Fees as specified in Section 18.5 following) are applicable to Switched Transport and Special Access services.
- (B) Application of nonrecurring charges will be as follows:
 - The Design and Planning Fee is a prepayment due with service application to cover design and planning costs incurred by the Telephone Company to evaluate, engineer and approve the interconnection equipment layout submitted by the customer. The remainder of the fee net of these charges will be applied to other non-recurring charges or refunded if the customer withdraws its VEIS request. A nonrecurring charge will be assessed for the installation and engineering of the Collocator's designated equipment only if the Collocator chooses Telephone Company as the designated installer.
 - Service Installation and Rearrangement Nonrecurring Charges apply as specified in Section 6, Switched Access Service and Section 7, Special Access Service preceding, to each Collocated Interconnection cross connect, unless otherwise specified in Section 18.5 following.
 - In addition to Cross-Connect services rates and charges other monthly and nonrecurring charges as specified in Section 6, Switched Access Service and Section 7, Special Access Service may also apply.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.4 Rate Regulations (Cont'd)

- (C) Notice of discontinuance of Collocated Interconnection services must be given by the Collocator at least ninety (90) days prior to the actual discontinuance. Monthly charges will apply for a period of ninety (90) days from the date the Telephone Company receives discontinuance notification or until the requested discontinuance date, whichever period is longer. In addition, the customer will be responsible for any service termination liability if the minimum service period regulations are not met.

18.4.1 Rate Categories

Certain rates and charges are contingent upon the Customer designation of equipment and the collocation central office.

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18. Virtual Expanded Interconnection Service (Cont'd)

18.4 Rate Regulations (Cont'd)

18.4.1 Rate Categories (Cont'd)

The Rate Categories for VEIS include:

- Design and Planing Fee
- Cross Connection
- Cable Installation and Maintenance
- Equipment Installation and Maintenance
- Cable Support Structure
- Floor Space
- Training

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18.4 Rate Regulations (Cont'd)

18.4.1 Rate Categories (Cont'd)

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18. Virtual Expanded Interconnection Service (Cont'd)

18.5 Rates and Charges

		<u>Monthly Charge</u>	<u>Nonrecurring Charge (NRC)</u>	<u>Billing Code</u>
1.	Design and Planning Fee Due with application, net applied against incurred NRC's.	N/A	\$2,500.00	5157
2.	Cable Installation	N/A	\$1,475.00	5158
3.	Equipment Installation and Maintenance Time required depends on Type of equipment and Designated office. Hourly rates found in Section 17.4.3, preceding.	N/A	ICB	5159
4.	Cable Support Structure	\$211.19	N/A	5160
5.	Floor Space Per square foot of floor space occupied by Interconnector designated terminating equipment.	\$8.19	N/A	5161
6.	DS1 Cross Connect NRC based on hourly rates found in Section 17.4.3.			
	.Switched	\$22.34	ICB	5162
	.Special	\$22.34	ICB	5163
7.	DS3 Cross Connect NRC based on hourly rates found in Section 17.4.3.			
	.Switched	\$237.40	ICB	5475
	.Special	\$237.40	ICB	5476

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18. Virtual Expanded Interconnection Service (Cont'd)

18.5 Rates and Charges (Cont'd)

		Monthly <u>Charge</u>	Nonrecurring <u>Charge (NRC)</u>	Billing <u>Code</u>
8.	Cable Maintenance NRC based on hourly rates found in Section 17.4.3.	N/A	ICB	5477
9.	Training Hourly rates are found in 17.4.3, preceding	N/A	ICB	5478

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